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CRIMINAL LAW—FALSE PRETENSES—COMMONWEALTH v. O'BRIEN, 52 N. E. 77 (Mass.).—Accused falsely pretended to K that he owned certain land free from incumbrance, and that he proposed to organize a corporation to which the land should be transferred in return for stock. He and K then made an agreement in writing that he would transfer some stock to K, and as a stockholder would vote that the corporation should employ K. On this contract K paid the accused money. *Held*, that the accused could be convicted of the crime of obtaining money under false pretenses, though this contract is illegal. New York and Wisconsin cases contra criticised.

DAMAGES — MENTAL ANGUISH — TELEGRAM — DELAY IN DELIVERY — CASHION v. WESTERN UNION TEL. CO., 31 S. E., Rep. 493 (N. C.).—A woman, whose husband had been killed by an accident, sent a telegram to her brother-in-law, who lived in another town, to come to her. The telegram was negligently not delivered until some hours after it should have been. The woman was thereby left alone and suffered from mental anguish. In a suit against the Telegraph Co., its was *held* that she could recover for such mental anguish; even though she suffered no physical pain. Such mental anguish will not be presumed, however, but must be proved.

MUNICIPAL CORPORATIONS—IMPAIRMENT OF OBLIGATION OF CONTRACT—VALIDITY OF FRANCHISE OF WATER COMPANY—CITY OF WALLA WALLA ET AL. v. WALLA WALLA WATER CO., 19 Supr. Ct. Rep. 77.—A city was authorized by its charter to grant the right to use its streets for laying pipes, to furnish its inhabitants with light or water to any persons for a term not to exceed twenty-five years, provided none of the rights or privileges granted should be exclusive. It was further provided that the city should have power to build water works of its own if the necessary vote could be obtained. Under this charter an ordinance was passed, and accepted by the Water Co., whereby the latter was to have the right to use the streets for pipes and furnish water to the city and its inhabitants for a term of twenty-five years. This right was not exclusive. *Held*, that such a contract is not invalid or ineffectual to bind the city. Such ordinance did not create a monopoly, or prevent the granting of a similar franchise to another company, and was within the powers of the city under its charter.

MUNICIPAL CORPORATIONS—CONTRACTS—VALIDITY—FLYNN v. LITTLE FALLS ELECTRIC AND WATER CO., 77 N. W. Rep. 38 (Minn.).—The Common Council of a city had authority to make a time contract with a water company to pay an agreed price for a specified number of hydrants to supply water for fire protection. Such a contract was made by the Council for 55 hydrants at \$80 each, for 30 years. *Held*, that for the Council to assume to bind the city for 30 years was beyond the scope of their authority, as such a length of time is unreasonable, and hence the contract is void.

GARNISHMENT OF FOREIGN CORPORATION—ACTIONS AGAINST NON-RESIDENT STOCKHOLDER—ASHLEY v. QUINTARD ET AL., 90 Fed. Rep. 84.—Shares of stock in a corporation of one state, owned by a resident of another, cannot be reached by garnishment in a third state in which the corporation does business, by service of garnishment on the agent of the corporation in the state and of summons by publication on the defendant stockholder, unless there be special statutory provision therefor. A statute subjecting foreign corporations to suits and garnishment in the state as a condition precedent to doing business therein, in connection with a statute authorizing attachments in suits against non-residents, does not confer such authority, since such statutes apply only to debts due from the corporation